



Terms and Conditions

Token Sale Terms & Conditions

June 17th, 2018

IMPORTANT NOTICE

We confirm your order subject to the exclusive application of our „TOKEN SALE TERMS & CONDITIONS“ (SALE T&C) and the TOKEN REDEMPTION TERMS & CONDITIONS“ (REDEMPTION T&C)

§ 1 Application

(1) These terms and conditions of sale shall apply only as described in this whitepaper. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

(2) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our know- ledge of differing or contrary terms.

§ 2 Applicable law, Jurisdiction

(1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

(2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Frankfurt a.M./Germany

§ 3 Offer, Acceptance

Insofar as the order constitutes an offer within the meaning of § 145 BGB we are entitled to accept the offer within two weeks.

§ 4 Offset, Retainer

The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

§ 5 Delivery and Sending of Tokens

(1) Delivery respectively sending of Tokens are conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.

(2) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.

§ 6 Passing of Risk, Shipment

If the purchaser demands shipment of the goods the risk of loss or damage to the goods passes to the purchaser upon dispatch.

§ 7 Retention of Title

We retain title to the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.

§ 8 Warranty

(1) BEATRIX AG does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in these T&Cs and any accompanying documents.

(2) In case the contract regarding the BEATRIX AG RIX Tokens is concluded between an entrepreneur, legal entity or any other non-consumer and BEATRIX AG, claims for compensation for damages of any kind and all other warranty claims are explicitly excluded.

(3) These restrictions do not apply to claims for compensation from liability for defects caused by a grossly negligent or intentional violation of BEATRIX AG, or for claims resulting from injuries to life, limb or health.

§ 9 Liability

(1) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.

(2) Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.

(3) Any liability not expressly provided for above shall be disclaimed.

§ 10 Legal nature of BEATRIX AG RIX Tokens and these T&Cs

BEATRIX AG RIX Tokens (RIX) are **not** being structured or sold as securities or any other form of financial product in any jurisdiction. RIX are not securities and do not carry with them any rights as may be commonly associated with securities. Therefore RIX grant no rights regarding corporate decision making. Also, RIX do not

grant a right to dividends or any other payment vis-à-vis BEATRIX AG. RIX only serve as vouchers to be used in connection with the BEATRIX AG RIX economy in the future. Services and business model of the BEATRIX AG economy may change over time.

Accordingly, none of the information presented herein, our Whitepaper, our website, press releases, interviews, blogs, social media, or any place accessible by the public is intended to form the basis for any decision on an investment in a capital market or other financial instrument, and no specific recommendations are intended.

The whitepaper or any other accompanying documents are not allowed to be brought or sent to any country in which the purchase of RIX is prohibited by applicable law, decree, regulation, treaty, or administrative act.

§ 11 Cautionary note on forward-looking statements

All statements contained in and statements made in these T&Cs, on our web pages, Whitepaper, blogs, social media, press releases or in any place accessible by the public and oral statements that may be made by BEATRIX AG or its respective directors, executive officers, or employees acting on behalf of BEATRIX AG or its agents constitute "Forward-Looking Statements". Some statements can be identified by forward-looking terms such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "would", "will" or other similar terms. All statements regarding BEATRIX AG's financial position, strategies, plans, and prospects and the prospects of the industry that BEATRIX AG and the BEATRIX AG RIX Economy are in are forward-looking statements.

These forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the actual future results, performance, or achievements of BEATRIX AG to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

These factors include, amongst others:

¥ changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;

¥ changes in political, economic, stock or cryptocurrency market conditions, and the regulatory environment in the countries in which BEATRIX AG conducts its businesses and operations

¥ changes in the availability and salaries of employees who are required by BEATRIX AG to operate its businesses and operations

¥ changes in the future capital needs of BEATRIX AG and the availability of financing and capital to fund such needs;

Neither BEATRIX AG, nor any other person represents, warrants and/or undertakes that the actual future results, performance, or achievements of BEATRIX AG and the BEATRIX AG RIX Economy will be as discussed in those forward-looking statements. The actual results, performance, or achievements of BEATRIX AG and the BEATRIX AG RIX Economy may differ materially from those anticipated in these forward-looking statements.

Due to rounding, numbers presented throughout this and any accompanying documents may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.

§ 12 Market and industry information and no consent of other persons

These T&Cs and any accompanying documents include market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. While BEATRIX AG has taken reasonable actions to ensure that the information is extracted accurately and in its proper context, BEATRIX AG has not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, BEATRIX AG does not guarantee the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

§ 13 No advice

Information provided in these T&Cs and any accompanying documents should not be considered to be business, legal, financial or tax advice regarding BEATRIX AG, the BEATRIX AG RIX Token or the Initial Token Sale. Every participant should consult his/her own legal, tax, financial or other professional advisor regarding BEATRIX AG and its respective businesses and operations. Every participant should be aware that he/she may be required to bear the financial risk of any purchase of BEATRIX AG RIX Tokens for an indefinite period of time.

§ 14 No further information or update

No person has been or is authorized to give any information or representation not contained in these T&Cs and any accompanying documents. If given, such information or representation must not be relied upon as having been authorized by or on behalf of BEATRIX AG.

§ 15 Distribution and dissemination

The distribution or dissemination of these T&Cs and any accompanying documents or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of these T&Cs and any accompanying documents or such part thereof (as the case may be) at your own expense and without liability to BEATRIX AG. Persons to whom a copy of these T&Cs and any accompanying documents has been distributed or disseminated, provided access to or who otherwise have the T&Cs and any accompanying documents in their possession shall not circulate it to any other persons, reproduce or otherwise distribute these T&Cs and any accompanying documents or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

§ 16 No offer of securities or registration

These T&Cs and any accompanying documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of investment product or a solicitation for investment in securities or any other form of investment product in any jurisdiction.

No person is bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of these T&Cs and any accompanying documents.

You are not eligible to purchase any RIX in the Initial Token Sale if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America including Puerto Rico, the U.S. Virgin Islands, and any other possession of the United States, People's Republic of China, or a resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba or any other geographic area in which the purchase of RIX is prohibited by applicable law, decree, regulation, treaty, or administrative act.

No regulatory authority has examined or approved of any of the information set out in these T&Cs and any accompanying documents. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and any accompanying documents does not imply that the applicable laws, regulatory requirements or rules have been complied with.

§ 17 Risks and uncertainties

The purchase of BEATRIX AG RIX Tokens is connected with high risks and can lead to the total loss of the invested capital. BEATRIX AG RIX Tokens do not grant a right to dividends or any other payment vis-à-vis BEATRIX AG.

BEATRIX AG intends to have RIX listed on one or more virtual currency exchanges. However, the market of the RIX might not develop and evolve as planned, and supply and demand for the RIX might be limited. In this case, the Participants might not be able to sell their RIX to third parties. Also, exchange platforms for virtual currencies might cease to operate. There is no legal protection, deposit guarantee, or protection for Participants when an exchange platform ceases its operation.

Prospective purchasers of RIX should carefully consider and evaluate all risks and uncertainties associated with BEATRIX AG and its respective businesses and operations. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of BEATRIX AG could be materially and adversely affected. In such cases, you may lose all or part of the value of the BEATRIX AG RIX Token.

§ 18 Platform for online dispute resolution

For settling consumer disputes out-of-court, the European Union offers a platform for online dispute resolution ("ODR platform") at <https://ec.europa.eu/consumers/odr>.

§ 19 Arbitration Agreement

All disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law.

The following points – particularly in the case of a foreign element – should be considered:

¥ The place of arbitration is Frankfurt a.M./Germany.

¥ The number of arbitrators is three.

¥ The language of the arbitral proceedings is german.

¥ The applicable substantive law is german.

§ 20 Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (BEATRIX AG, Taunus Turm Taunustor 1 60310 Frankfurt a. M., Tel.: +49 69 50 50 60 4290, Fax: +49 69 50 50 60 4150, E-Mail: ico@BEATRIX.com) of your



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withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To:

BEATRIX AG

Taunus Turm

Taunustor 1

60310 Frankfurt a. M.

Telephone: +49 69 50 50 60 4670

Fax: +49 69 50 50 60 4150

Internet: www.ico.Beatrix.com

E-Mail: ico@BEATRIX AG.com

I hereby give notice that I withdraw from my contract for the provision of the following service

Ordered on _____

Name of consumer _____

Address of consumer _____

Signature of consumer (only if this form is notified on paper) _____

Date _____

Register for the Whitelist

Get whitelisted for the up coming BEATRIX AG RIX pre-sale.

E-Mail:

First name:

Last name: